reportedly hailed Frey's graphic "memoir" as 'like nothing you've ever read before.' The show included emotional filmed testimonials, whereby employees of Winfrey's show lauded the book as revelatory, with some choking back tears. thesmokinggun.com. Plaintiff Vedral purchased the book, at least in substantial part, due to Oprah Winfrey's and Mr. Frey's favorable recommendation and description of the work as an inspiring memoir and work of non-fiction, as part of Mr. Frey's interview on the October 2005 Oprah Winfrey Show.

15. The Defendants, via the text and advertisements appearing on and in the book itself, Mr. Frey's numerous media interviews and book store appearances, and the Defendants' uniform representations of the book for media sales, have at all relevant times mutually represented, marketed and promoted the book to Plaintiff and the Class solely as a true, genuine story and work of non-fiction.

16. Without objection from any of the Defendants at any time, and at their request and as a result of their own listings, the book was featured on the New York Times best seller list and in numerous major book stores and media (e.g., amazon.com) in the non-fiction category and as a memoir.

17. Only very recently the Smoking Gun, an investigative news web site, reported that Mr. Frey "fictionalized his past" and "wholly fabricated or wildly embellished" many crucial accounts in the book, and further, that numerous other accounts central to the book and the story could not be verified. (*See, e.g.*, "A Million Little Lies," presently reported on thesmokinggun.com). Frey has since reportedly admitted to The Smoking Gun that he had embellished central details of his criminal career and purported incarceration -- which constitute only some of the non-truths in the book -- for obvious dramatic reasons.

18. Mr. Frey also has since admitted on the Larry King show, and on the Oprah Winfrey show in January 2006 that parts of his book were not true and accurate.

19. A January 26, 2006, news release on Random House, Inc.'s website conceded the significance of Mr. Frey's recent admissions, stating "It is not the policy or stance of this company that it doesn't matter whether a book sold as nonfiction is true."

20. More than 1.7 million copies of the memoir, first published in 2003 by Random House's Doubleday division, have been sold to Plaintiff and the Class, but 3.5 million copies have reportedly been printed.

21. Rather than recall the book, the publisher-Defendants have, to date been content to promise to include an nondescript editorial note entitled "new notes from the publisher and from the author" in editions of their book, but to continue to promote, market and sell it as a memoir and work of "non-fiction" and to reap continuing profits from the sale of same. In fact, Defendant Random House, Inc. has expressly denied that it is offering special refunds for the so-called "memoir".

22. Defendant Doubleday is reportedly printing new copies of the book, to capitalize on the recent media controversy surrounding the book's untruths and thereby receive substantial profits from the fruit of the Defendants' fraudulent and misleading representations.

23. Plaintiff and the Class purchased the book, and many of them, too, spent time reading it, expecting to receive a inspiring memoir and true tale of non-fiction. As a result of the Defendants' phony marketing and representations as a so-called memoir and honest work of non-fiction, Plaintiff and the Class were damaged and deceived.

CLASS ALLEGATIONS

24. Plaintiff brings this case as a class action, pursuant to 735 ILCS 5/2-801, on behalf of a Class of all persons who purchased *A Million Little Pieces*, in any media (e.g., books and CDs).

25. The Class is so numerous as to render joinder of the individual class members impracticable.

26. Common questions of law and fact predominate over questions as to the resolution of this case with respect to individual class members, including, without limitation:

a. Did Defendant Frey fabricate key portions of *A Million Little Pieces*?

b. Did each of the Defendants intend that Plaintiff and the Class rely on the depiction of the book as a "memoir" and a work of non-fiction in deciding to buy the book?

c. Were Plaintiff and the Class damaged by virtue of the Defendants' herein alleged conduct, in violation of the Illinois Consumer Fraud Act and the similar laws of other states?

d. Were each of the Defendants unjustly enriched by their herein alleged conduct?

27. Plaintiff's claims are typical of those of the Class and will adequately represent same; Plaintiff's interest is not antagonistic to those of the Class, and Plaintiff's counsel are experienced in class action litigation.

28. This case will not be unmanageable as a class action; indeed, the facts of this case are particularly conducive to a class action, in that Plaintiff alleges that she and the Class were damaged by the same, uniformly represented wrongful conduct.

COUNT I
Statutory Fraud

29. Plaintiff incorporates by reference and realleges the preceding paragraphs of the Complaint.

30. The Illinois Consumer Fraud Act (ICFA or "the Act"), 815 ILCS § 505 *et. al*, prohibits false, deceptive, misleading and unfair acts or practices, "...including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact..." 815 ILCS § 505/2.

31. Plaintiff, individually and on behalf of the Class, brings this cause pursuant to IFCA and the similar deceptive practices consumer protection acts of other states (hereinafter collectively "ICFA"), which are designed to protect consumers against deceptive or fraudulent business practices.

32. At all relevant times, Plaintiff and the other Class members were consumers or persons within the meaning of ICFA.

33. The Defendants' acts, misrepresentations and omissions as stated above occurred during the course of trade and commerce within the meaning of ICFA.

34. Each of the Defendants, mutually and on their own behalf, via their publishing and marketing campaign for the book including without limitation, via instructing retailers and sellers to sell and list the book in the category of non-fiction and/or memoir, via their representations and promotions on/in the book, and via Mr. Frey's numerous media interviews (e.g., newspapers and television) and public appearances in bookstores, uniformly misrepresented the work as a

non-fiction memoir and uniformly failed to disclose that the book was mere fiction – in order to create a marketable and profitable book product and increase book sales. Indeed, prior to the Defendant publishers' decision to market and make the book, other publishing houses had rejected the book when it was pitched to them as a work of fiction.

35. The Defendants each reasonably knew and intended that Plaintiff and the Class rely on the Defendants' said depiction of the book as a memoir and genuine account of non-fiction, in order to induce Plaintiff and the Class to purchase and read the book.

36. Plaintiff expected to receive a memoir and true nonfiction story because, by the time she purchased the book, she had viewed the Defendants' marketing and promotion of the book as a work of non-fiction and memoir, i.e., including the Defendants' representations and omissions contained on/in the book, the listing of the book for sale in the category of non-fiction and/or memoir, and Mr. Frey's interviews or public appearances, namely, his first interview on the Oprah Winfrey show in 2005. The putative Class members, too, expected to receive a memoir and true nonfiction story after being exposed to the Defendants' same marketing and promotional campaign, which, by design, conveyed the single-minded, and very profitable message that the book was a true tale.

37. The Defendants' acts, misrepresentations and omissions as described herein (i.e., portraying the book as a memoir and true non-fiction story), are false pretenses and material facts which induced Plaintiff and the Class to buy (and/or read) the books. For example, had Plaintiff and the Class members known of these wrongful practices and known that the book was not a memoir and a genuine account of the author's life, they would never have purchased the book.

38. The Defendants, by uniformly concealing, misrepresenting and failing to disclose